

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT, made and entered into as of October 1, 1986, by and between MONSANTO COMPANY, a Delaware corporation (hereinafter called "Monsanto") and RHONE-POULENC INC., a New York corporation (hereinafter called "Rhone-Poulenc").

W I T N E S S E T H:

WHEREAS, Monsanto and Rhone-Poulenc are entering into an agreement contemporaneously herewith (hereinafter called the "Agreement") relating to sale and transfer by Monsanto of certain assets and rights related to Monsanto's vanillin business (hereinafter referred to as the "Business"); and,

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**of the Secretary**

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WHEREAS, in conjunction with such sale Monsanto, on behalf of itself and its Affiliates (as such term is defined in Section 1.1(a) of the Agreement and hereinafter also called "Affiliate"), desires to partially assign and transfer to Rhone-Poulenc and Rhone-Poulenc desires to assume and perform that part of Monsanto's and its Affiliates' rights and obligations with respect to Other Commitments (as such term is defined in Article 9 of the Agreement and herein also collectively called the "Other Commitments") which relate to the Business.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of 12:01 a.m. on October 1, 1986, the date of the closing of the purchase described in the Agreement (such time and date being hereinafter called the "Closing Date"), Monsanto, on behalf of itself and its Affiliates, assigns, transfers and sets over to Rhone-Poulenc that part of its and their rights, title and interest, accruing on and after the Closing Date, in and to the Other Commitments, including, but not

limited to, the Other Commitments set forth in Schedule 1, attached hereto as part hereof, insofar, but only insofar, as such Other Commitments relate to the Business, or to the operation of the Seattle Plant (as such term is defined in Section 2.2(a) of the Agreement), but excluding the Commitments described in Section 9.4 of the Agreement.

2. Rhone-Poulenc accepts said partial assignment of the Other Commitments and agrees to be bound by the terms and conditions thereof, and assumes and agrees to timely observe, keep and perform all of the obligations and covenants of Monsanto or any of its Affiliates accruing thereunder, and relating to the matter partially assigned, on and after the Closing Date.
3. Certain of the Other Commitments may require the consent of third parties to any partial assignment. If all of such consents have not been obtained as of the Closing Date, such partial assignments to Rhone-Poulenc are made subject to the obtaining of such consents and shall be effective as of the effective date of such consent. The execution of this Partial Assignment and

Assumption Agreement shall not be interpreted, and is not intended to be interpreted, as any action taken by Monsanto or any of its Affiliates which would be contrary to the terms and conditions of any contract requiring the consent of any third party to such partial assignment. Rhone-Poulenc and Monsanto and its Affiliates shall cooperate with and assist each other in an attempt to obtain such consents. The parties shall endeavor to have such consents made effective as of the Closing Date. If, however, any such required third-party consent is not obtained, Rhone-Poulenc shall cooperate with Monsanto and its Affiliates in any reasonable, alternative arrangement designed to fulfill their obligations without further cost, penalty or liability of or to Monsanto or any of its Affiliates, under such Other Commitments, relating to the matter intended to be partially assigned, and in order to give Rhone-Poulenc the benefits of such Other Commitments, insofar as the matter intended to be partially assigned, including the performance by Rhone-Poulenc of any work and the utilization of any Assets (as defined in the Agreement) and rights sold or transferred to Rhone-Poulenc, as may be necessary to complete and

fulfill such Other Commitments. In addition, Rhone-Poulenc shall execute any documents reasonably requested by Monsanto in order to implement any such alternative arrangement.

IN WITNESS WHEREOF, the parties hereto have executed this Partial Assignment and Assumption Agreement the day and year first-above written.

ATTEST:

Kenneth D. Samick DDD  
Asst. Secretary

WITNESS

ATTEST:

Michael S. Lee  
Director V.P.

MONSANTO COMPANY

By

[Signature]  
Title Group Vice President Rgm DDD

RHONE-POULENC INC.

By

[Signature]  
Title Vice President

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SCHEDULE 1

PARTIAL ASSIGNMENT AND ASSUMPTION

PARTIAL LIST OF OTHER COMMITMENTS

1. Contract between Monsanto Company and Airco, a division of DOC, Inc., for the purchase of bulk nitrogen, dated May 30, 1984.
2. Contract between Monsanto Company and Nalco Chemical Company for the purchase of water treatment chemicals, dated April 2, 1985.
3. Contract between Monsanto Company and S. L. Abbott Company for the distribution of vanillin, dated January 28, 1986.
4. Contract between Monsanto Company and Great Western Chemical Company for the distribution of vanillin (this is a verbal agreement).
5. Contract between Monsanto Company and McKesson Chemical Company, McKesson Corporation (this is a verbal agreement).
6. Contract between Monsanto Company and Tilley Chemical Company, Inc., for the distribution of vanillin, dated December 15, 1985.
7. Contract between Monsanto International Sales Company, Inc. and Productos Quimicos Y Derivados, S.A., dated January 1, 1986, for a sales representative in Mexico for vanillin and other products.

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